

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

PAUL PALONE,

Plaintiff,

v.

INFINITY STAFFING SOLUTIONS, L.L.C.,

Defendant.

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Case No. 11-CV-01269-W-DGK

ORDER APPROVING SETTLEMENT

Before the Court is the Parties' Joint Motion to Approve Settlement Agreement (Doc. 32). Having reviewed the motion and supporting documents, the Court finds that the settlement is fair and reasonable and that the motion should be GRANTED.

Therefore, it is hereby ORDERED and ADJUDGED that:

1. The parties' motion is **GRANTED**.

2. This Order will be binding on the Collective Action Members¹ who timely submit signed Consent to Join forms and W-4 forms.

3. The Agreement is fair, reasonable and adequate, is in the best interests of the Collective Action Members and should be approved in the light of the benefits to the Collective Action Members accruing there from and the complexity, expense, risks and probable protracted duration of further litigation. As such, the Agreement is approved in accordance with Section 216 of the Fair Labor Standards Act and shall be consummated in accordance with the terms and provisions thereof.

¹ All capitalized terms in this Order that are not otherwise defined have the same meaning as in the Settlement Agreement.

4. As set forth in the parties' Settlement Agreement, Defendant will appoint a third party as Claims Administrator, who will handle the processing and payment of claims submitted under the terms of the Agreement.

5. The Notice of Settlement and Opportunity to Submit Consent to Join form attached as Exhibit B to the *Joint Motion* fully and accurately informs the Collective Action Members of all material elements of the Litigation and the proposed Agreement and is approved.

6. The Notice advises Collective Action Members of their right to join, or not participate in, the Agreement. Collective Action Members must exercise their right to opt-in to the Agreement within 60 days of the mailing or other delivery of the Consent to Join FLSA Collective Action and Settlement Agreement form.

7. The Parties propose to disseminate the aforesaid Notice to all Collective Action Members via first class U.S. mail to the last known addresses of all Collective Action Members. This Court finds that the form and method of disseminating the Notice to the Collective Action Members, as provided in the Agreement, is the best notice practicable under the circumstances and fully meets the requirements of applicable federal and state law.

8. The Court finds that the proposed form and content of the Consent to Join FLSA Collective Action and Settlement Agreement form to be signed by each Collective Action Member who opts-in to the Litigation (included within Exhibit B to the Joint Motion) fully comports with the requirements of applicable federal and state law and are approved. Because the Court has approved the form of the individualized settlement agreements, there is no further need for the Court to approve the individual settlement agreements that are executed by Collective Action Members.

9. As set forth in the Settlement Agreement, within twenty (20) days after entry of this Order, Defendant will provide the Claims Administrator with a list of all Class Members reflecting last known addresses and the amount of wages paid to each Class Member for work performed during the Class Period. Within forty-five (45) days of this Order, the Claims Administrator shall mail the Notice, Consent to Join FLSA Collective Action and Settlement Agreement form, and Form W-4 by first class U.S. mail to the last known addresses of the Collective Action Members.

10. Within sixty (60) days after the expiration of the Opt-In Period, the parties are ordered to notify the Court of any issues with the settlement or file an Agreed Stipulation of Dismissal With Prejudice.

11. All Opt-In Members shall conclusively be deemed for all purposes to be permanently barred from commencing, prosecuting, or otherwise maintaining in any court or forum any action against the Company based on any and all Released Claims.

12. The Service Payments to the Named Plaintiff and Carla Ford, set forth in the parties' Settlement Agreement, are hereby approved in accordance with the terms of the Agreement.

13. Collective Action Counsel's application for an award of attorney's fees and reimbursement of costs in the amounts set forth in the Agreement are hereby approved.

14. Without affecting the finality of this Approval Order, this Court retains exclusive jurisdiction over the consummation, performance, administration, effectuation and enforcement of the Agreement and this Approval Order. In addition, without affecting the finality of this Approval Order, this Court retains jurisdiction over the Company, Named Plaintiff and each Opt-In Member for the purpose of enabling any of them to apply to the Court for such further

orders and directions as may be necessary or appropriate for the construction and implementation of the terms of the Agreement and this Approval Order. The Company, Named Plaintiff, and each Opt-In Member are hereby deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for any suit, action, proceeding or dispute relating to this Approval Order or the Agreement, except to the extent remitted by the Agreement for resolution in a different forum.

IT IS SO ORDERED.

June 5, 2013
Date

/s/ Greg Kays
Greg Kays
United States District Judge